

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 24-cv-60984-Augustin-Birch

[Consent Case]

MELINDA MICHAELS,

Plaintiff,

v.

SEAWATER PRO LLC, and
MICHAEL SPANOS A/K/A MIKE SPANOS,

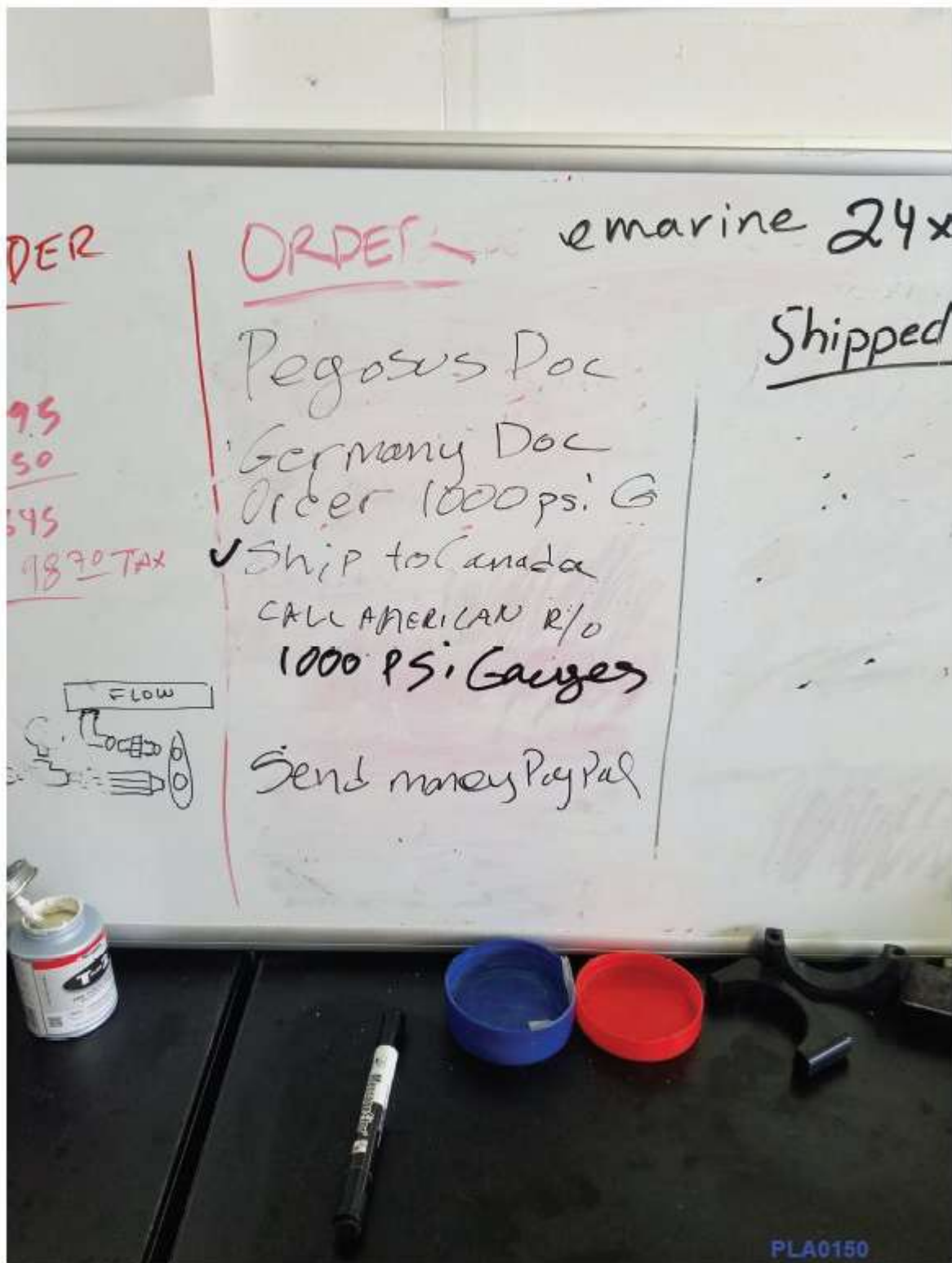
Defendants.

DECLARATION OF MELINDA MICHAELS

I, MELINDA MICHAELS, declare:

1. I am over eighteen years of age; I live in the United States, and I personally know of the matter set forth herein. I understand the English language and completely understand the contents of this Declaration.
2. I am the Plaintiff in the case of *Michael v. SeaWater Pro LLC et al*, Case No. 24-cv-60984-Augustin-Birch, in the United States District Court, for the Southern District of Florida (“Lawsuit”).
3. I worked for Defendants from the inception of SeaWater Pro, approximately December 2017, through on or about June 28, 2022.
4. SeaWater Pro LLC, is a company that manufactures desalination watermakers.
5. SeaWater Pro LLC, uses tools and equipment on a daily basis from all over the United States and the world in their manufacturing of their products, including China.
6. SeaWater Pro LLC, sells watermakers on a daily basis to customers all over the United States and the world.

7. Below is a photo I took of the customer board, with information of orders shipping to Canada:



8. Below is a photo I took of the shipment tracking for an order going to Canada:

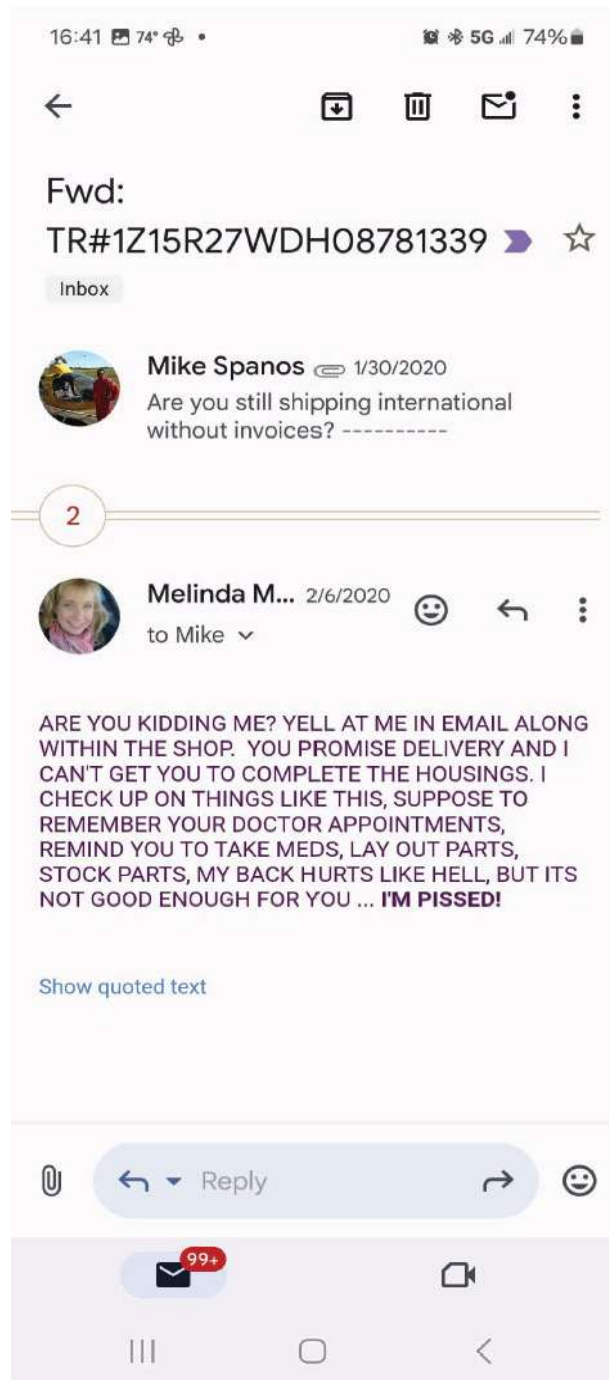


9. Below is a photo I took of a customer shipment I prepared to Texas:



Note that the UPS label indicates the package is 50 lbs (See ¶ 13 and 14 below).

10. Defendant Michael Spanos directed my work on a daily basis from the inception of SeaWater Pro throughout my employment.
11. Below is a screenshot I took on my phone of the typical email exchange between Spanos and myself, in this particular email he was asking whether I was shipping internationally without invoices:



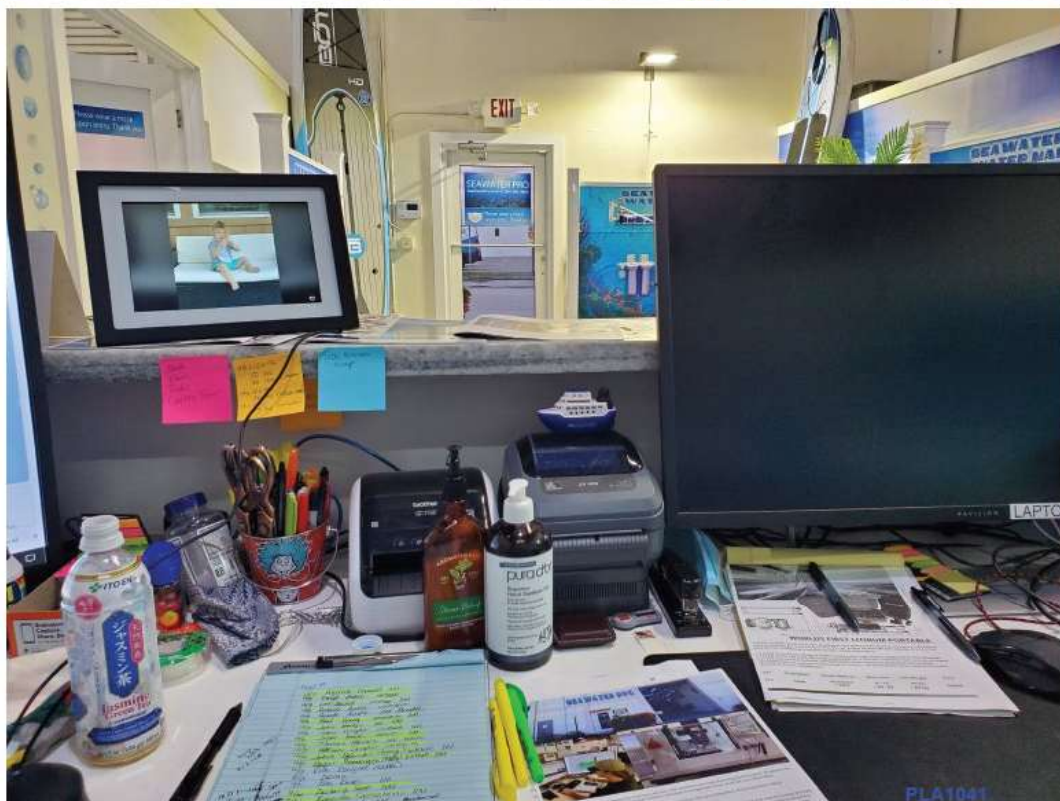
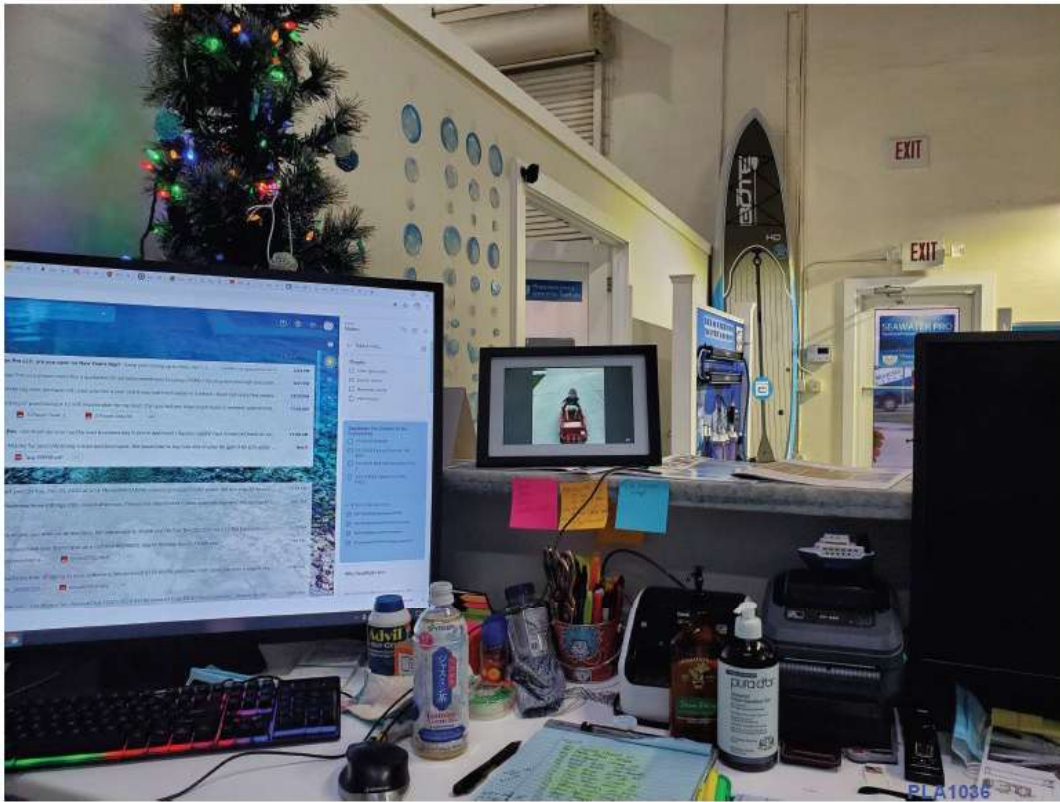
PLA1522

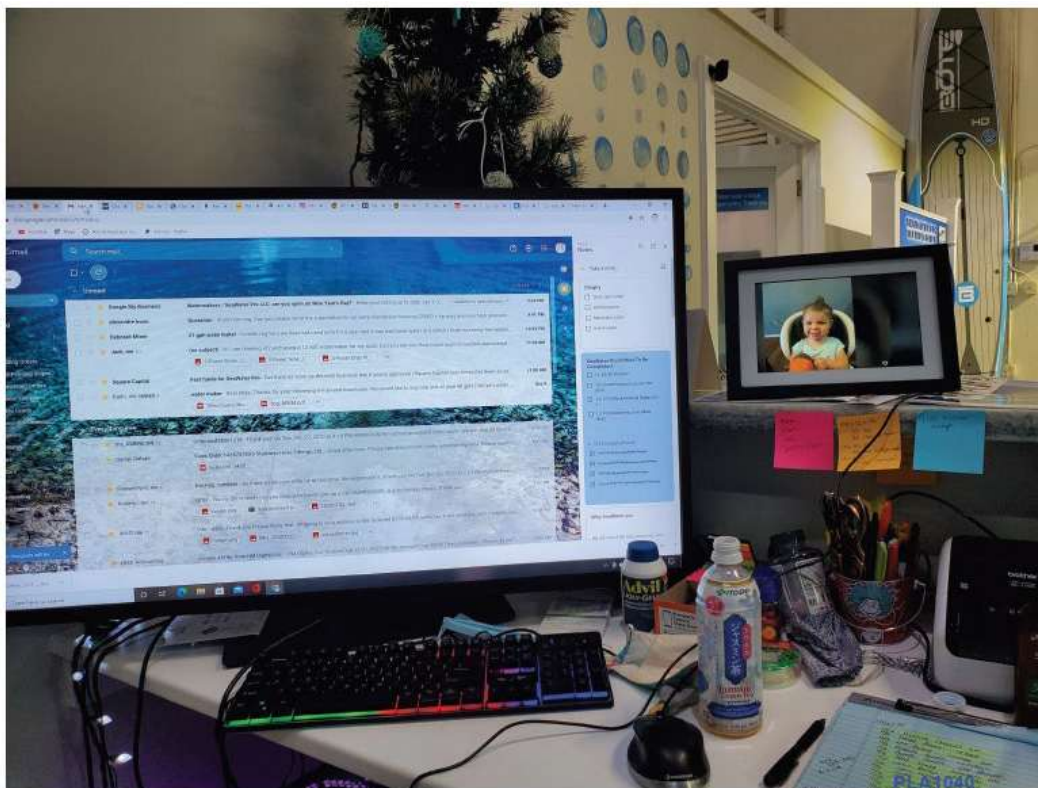
12. From approximately December 2017 through the beginning of January 2019, I was the sole employee of Michael Spanos and Sea Water Pro, with the exception of Ernst Von Santhagens who (although worked for Defendants through 2021) worked approximately two weeks in the summer of 2018, and three weeks in the fall of 2018. Defendants did not hire another full-time employee until approximately the beginning of 2019.
13. Because of Defendant Michael Spanos' chronic heart failure (CHF), he was not allowed to lift more than 20 lbs. at a time, therefore requiring that I lift anything over that amount.
14. In building a watermaker device, the motor itself is approximately 37 lbs. and because of Michael Spanos' CHF, he required I lift all of the motors myself to fulfill individual customer orders (for example placing the motor into a shipping box). As a result, I was required to fulfill all customer orders including, gathering parts, ordering, stocking, creating labels, packing boxes, and shipping units to customers (*See shipment to Texas ¶ 6 above*). Additionally, Defendants required that I speak with and engage customers, complete customer support and service, set up and manage Defendants' social media, build watermaker units, handle Defendant Spanos' schedule, maintain each order checklist from receiving the order to the order leaving the business, fulfil dealer's orders and handle accounting with the dealers.
15. Below is a photograph taken of me routinely working the forklift:



PLA1186

16. Below are photos I took of my workstation at the front desk of SeaWater Pro:





17. Below is the pad in the above photo that I took (PLA1041) zoomed in, and this is my handwriting showing customer orders:

12/15/20

12/2	Aerick Chavard	DM
12/3	David Foster	110trak
12/3	Lee Nabil	110024 DM
12/4	Ruardo Acosta	110 White
12/4	Ruardo Acosta	Old Tortable
12/4	Paul Young	110 White DM
12/4	John Bump	40 SM
12/4	Chris Wright	110 Black DM
12/4	Jesse Buck	110 DM SM
12/4	Thomas Hansen	12K White
12/4	William Casson	110 White
12/10	Jakob Polander (Wally)	110 White DM
12/10	Kasper Hemmingen (Wally)	110trak DM
12/10	Rick Percival (SOPH)	
12/10	Derna	
12/11	Fox Rush	SM
12/11	Zachary Scott	SM
12/11	Roberto Cavicini	DM
12/11	" "	SM Residential

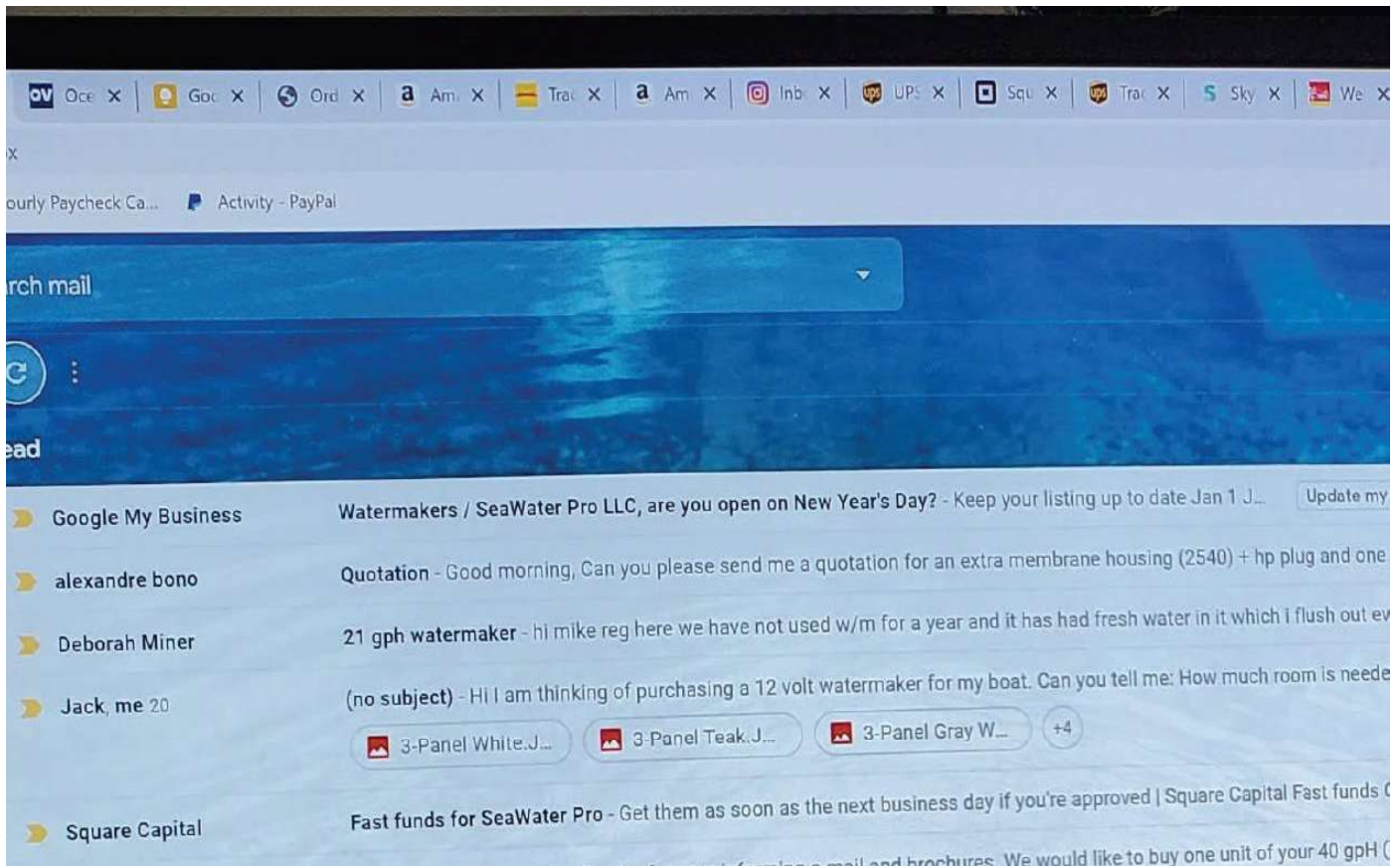
0-3981

Spain

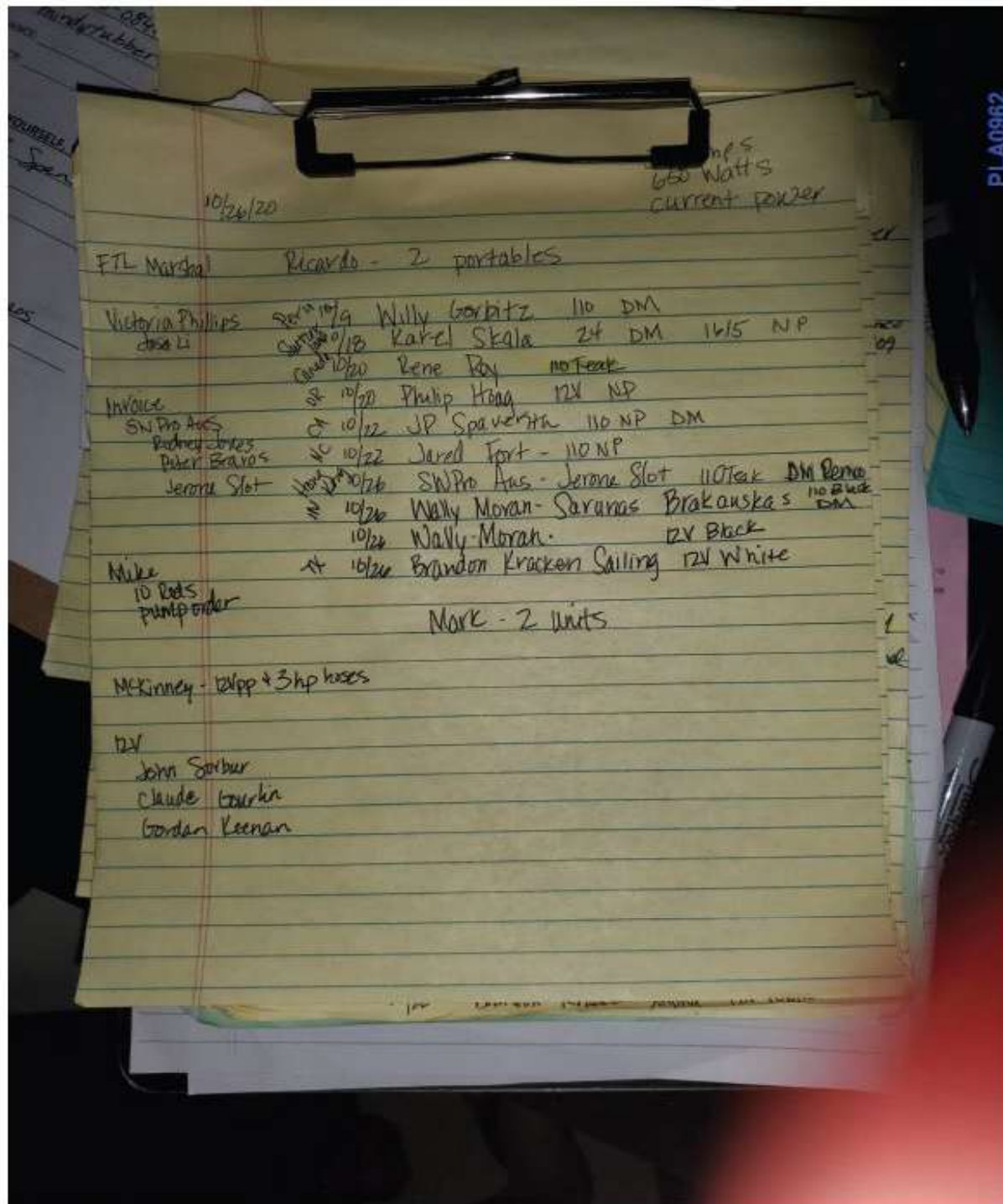
12/11

12/11

18. Below is the computer screen in the above photos zoomed in, where you can see my emails with customers including (1) Google Business asking whether we were open on New Years Day, (2) A customer asking for a quote, (3) A customer question about her watermaker, and (4) A customer asking for quote. Additionally, the tabs across the top are the pages I had open on a daily basis including: DHL Shipping, UPS Shipping, Amazon, Instagram (for marketing and PR), Square Payment Processing, Skype (to answer customer questions), and Wells Fargo Business Banking Account:



19. Below are photos I took of customer orders, written in my handwriting (also showing orders going to Perth, Australia, Canada, Oregon, California, Hong Kong, Indiana, and Texas):



10/26/20

amps
650 Watts
current power

FTL Marshal Ricardo - 2 portables

Victoria Phillips Rev 10/9 Willy Gorbitz 110 DM
Jase Li 10/18 Karel Skala 24 DM 1615 NP
10/20 Rene Roy 110 Teak
or 10/20 Philip Heng 12V NP
10/22 JP Spaventa 110 NP DM
10/22 Jared Fort - 110 NP
10/26 SWPro Aus - Jerome Slot 110 Teak DM Perno
10/26 Wally Moran - Sarunas Brakauskas 110 Black DM
10/26 Wally Moran 12V Black
10/26 Brandon Kracken Sailing 12V White
10/27 Nichell + Jennifer Withers 12V NP
Mark - 2 units

Invoice
SW Pro Aus
Pacheco boxes
Peter Barros
Jerome Slot

Mike
10 Red
pump order

McKinney - 12Vpp + 3hp hoses

12V
John Soutar
Claude Gaurin
Gordon Keenan
Avis 2
Campbell
Yann Potsgaard

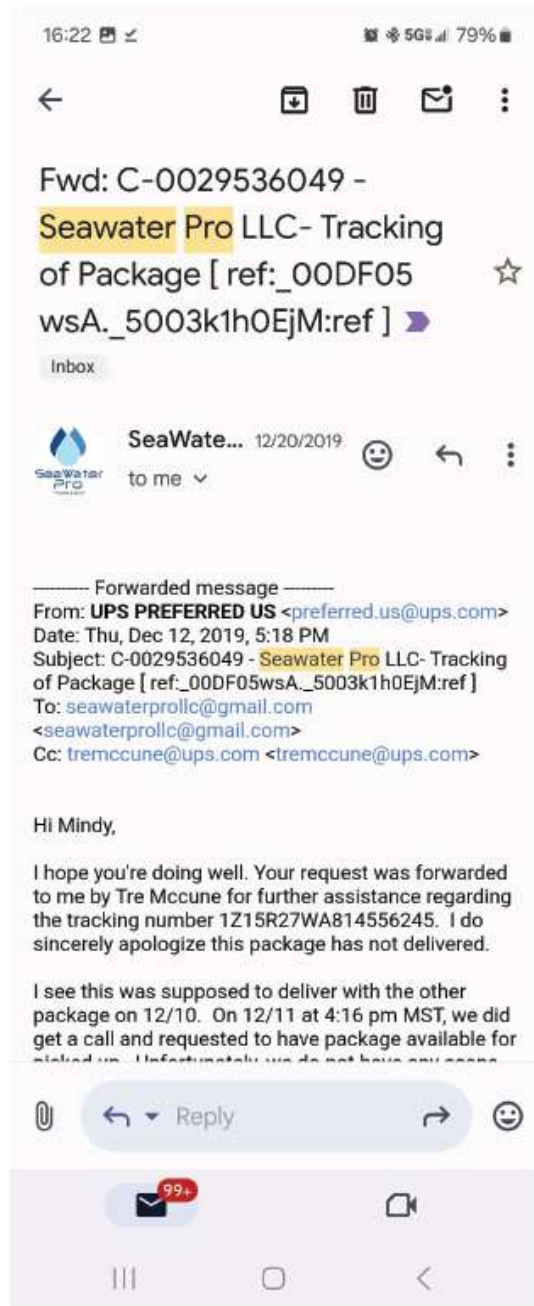
20. Below is a photo I took of the customer facing side of my workstation, the front desk, at SeaWater Pro:



21. The below link is a video taken from a Fort Lauderdale Police Officer's Body Camera on January 12, 2021, where the police officer walks into SeaWater Pro, and at 3:30 the camera reflects me working behind the front desk, where I greet the officers coming inside.
- https://www.youtube.com/watch?v=FZ_xVOLKRfE
22. In the beginning of the business, whenever SeaWater Pro was not profitable, I was required by Defendants to pay expenses of the business out of my own pocket, with the promise by Defendants that I would be paid back. I was never paid back by Defendants for any amount I covered for Defendants. To my best recollection and belief, the Defendants became profitable in 2019, where they grossed over \$500,000.00 that year.
23. To the best of my recollection and belief, the Defendants grossed over \$500,000.00 each subsequent year thereafter.
24. Beginning in 2019 throughout the end of my employment, when Defendants hired other employees including Ernst Von Santhagans and Natalie Michael, I was responsible for the duties expressly enumerated in ¶14 above as well as, consulting on HR issues with Defendants and other employees, handling deals with customers, negotiating rates with

UPS, maintaining the facilities, machining, cleaning the computer CNC, handling of lost shipments, confirming shipment locations, deal with customs for orders outside of the United States, attending trade shows on behalf of Defendants, and representing the Defendants' brand in commercials and any other advertising.

25. Below is a screen shot I took on my phone highlighting that I was in fact on the SeaWater Pro email accounts. In this screen shot, the email is made "To: seawaterprollc@gmail.com" and "From: UPS Preferred US". In this email, the person from UPS addresses me (Mindy) directly as the employee of the SeaWater Pro while we are working out tracking on a customer shipment.



26. Below is a photo of me (second from the right) working for SeaWater Pro at a trade show during my employment with Defendants (the SeaWater Pro branding is on the banner behind us):



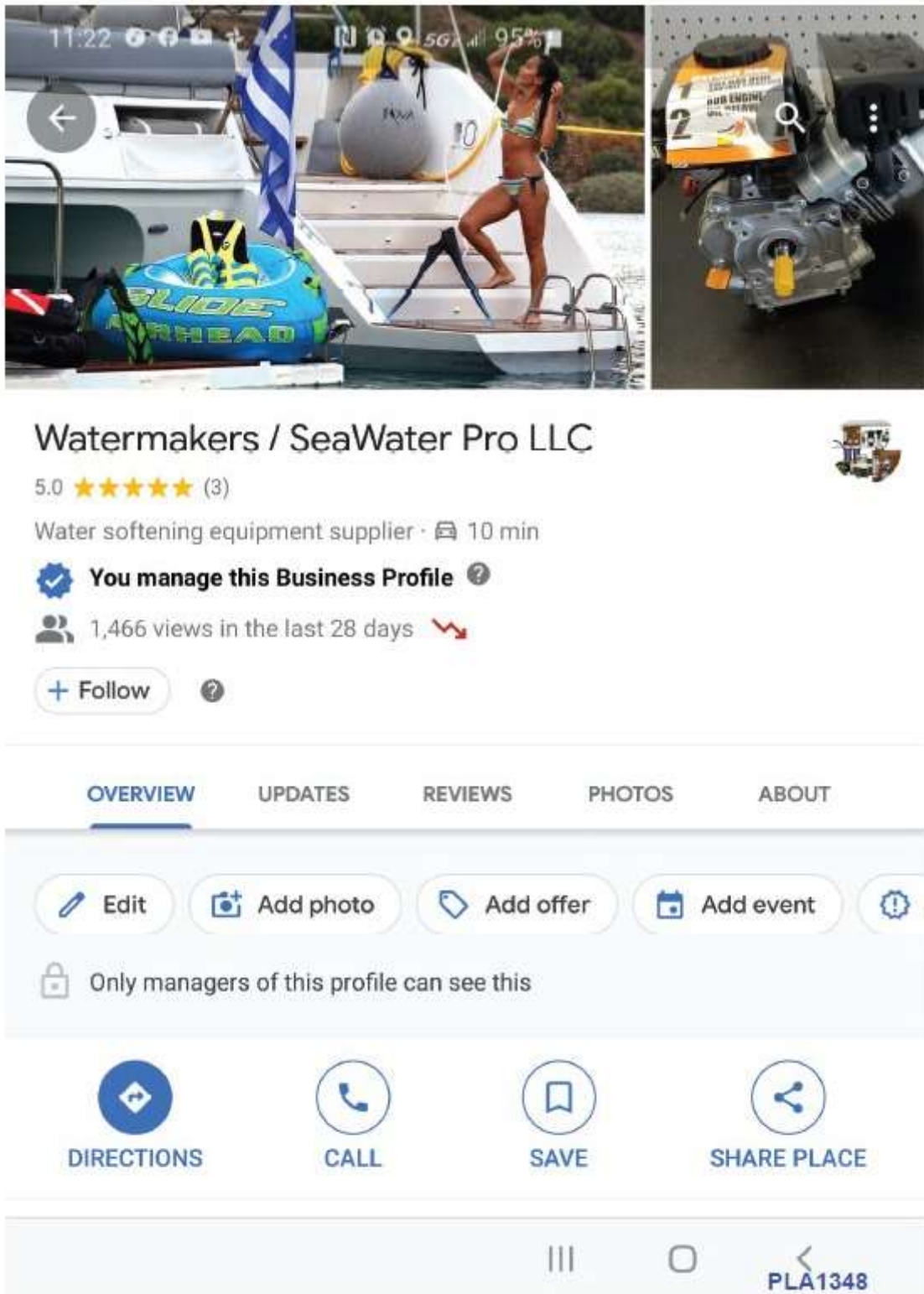
PLA1192

27. Below is a photo I took on my phone where Defendants required I set-up SeaWater Pro for the trade show and where Defendants required I attend and represent the company:

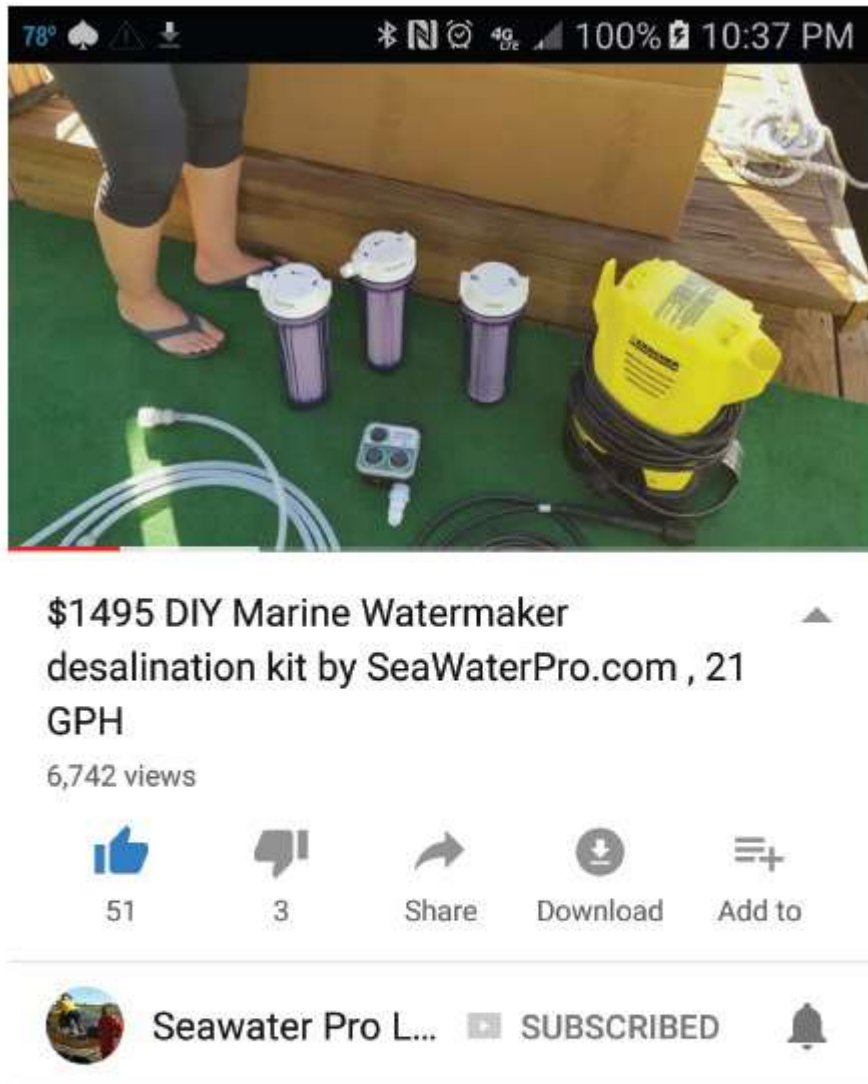


PLA1191

28. Below is a screen shot I took on my phone of one of the social media pages I was required to maintain for the Defendants (You can see where the blue checkmark indicates “You manage this Business Profile”):

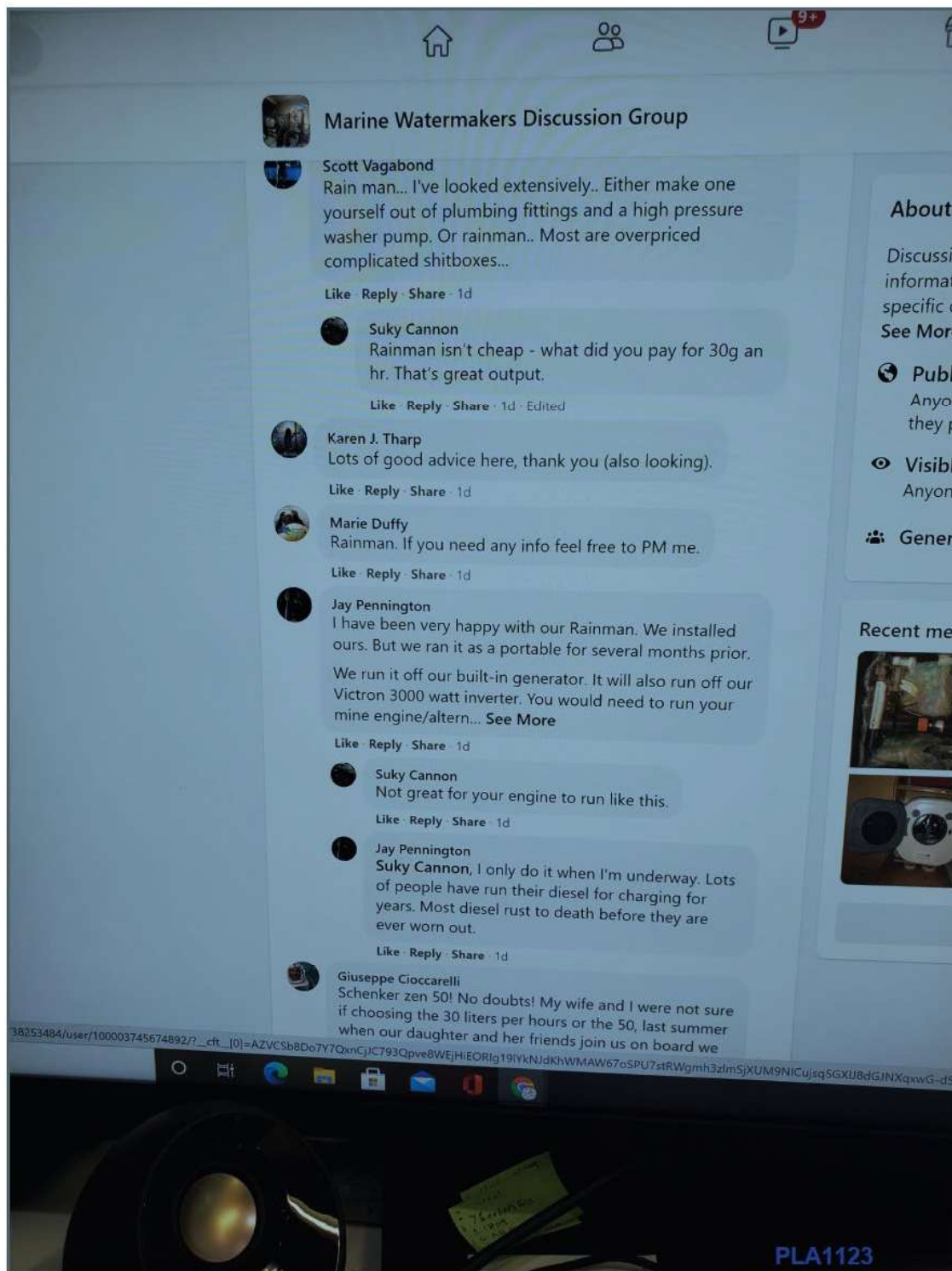


29. Below is a screen shot I took on my phone illustrating a marketing video of myself I was required by Defendants to use to market and promote SeaWater Pro on Social Media:



PLA1238

30. Below is a screenshot I took on my phone of one of the social media pages I was required by Defendants to maintain a presence and communicate with members:



31. Below is a piece of advertising showing myself and the product, that Defendants require me to create, and promote on social media:



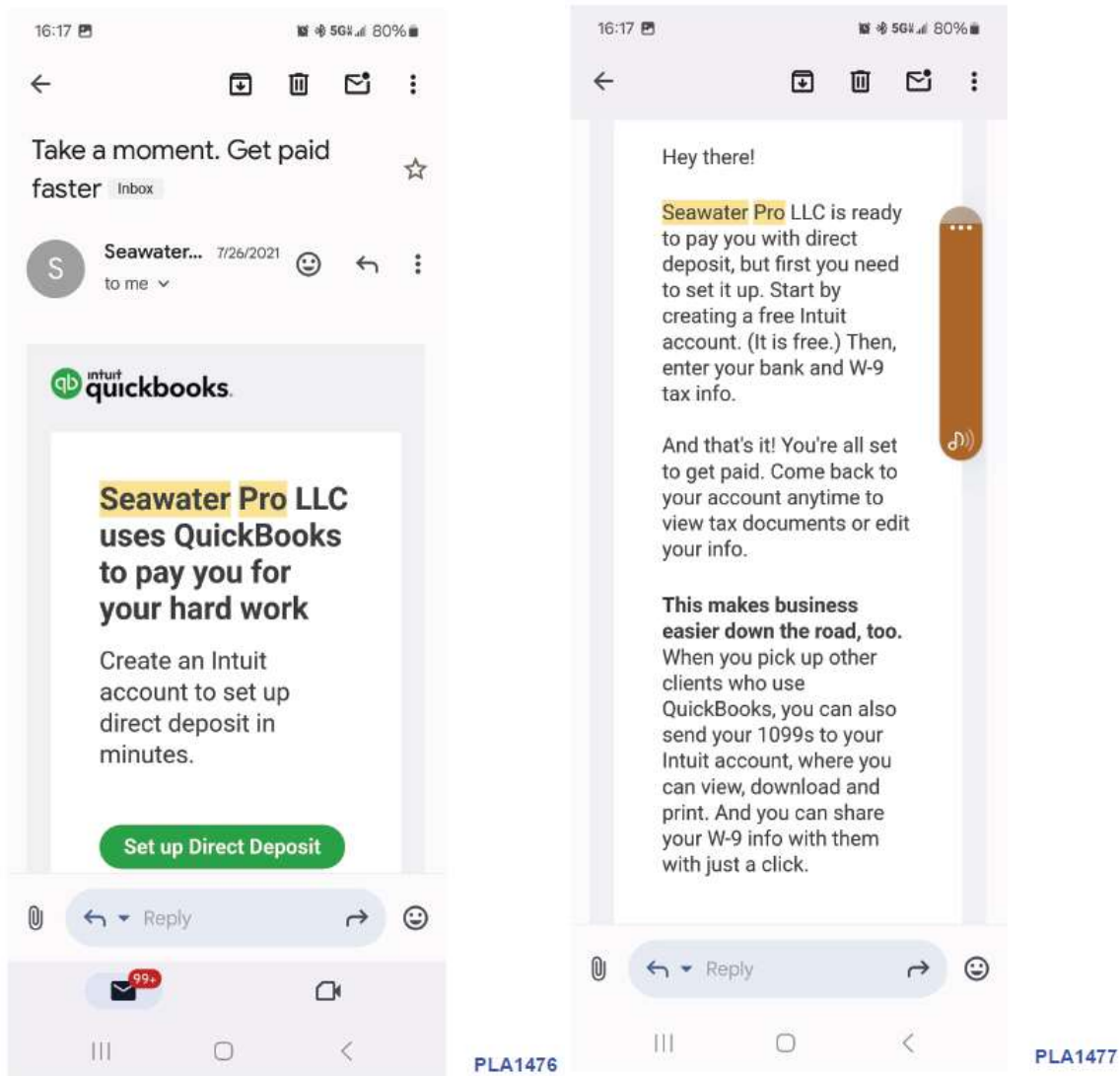
32. Defendants also required me to make, produce, market, be featured in, and promote the following videos on social media for the Defendants throughout my claim period:

- (1) Desalinator Kit Feat Michaels.mp4
<https://u.pcloud.link/publink/show?code=XZRpGu5ZhszcEJKmrrzRUz6W4LL1RSEoelly>
- (2) Michaels Lithium Ion Watermaker Introduction.mp4
<https://u.pcloud.link/publink/show?code=XZ2pGu5ZatkgWR2wnxV1nlfsX22djJx39fqk>
- (3) SeaWater Pro Lithium Ion Watermaker Introduction
<https://u.pcloud.link/publink/show?code=XZ1pGu5ZPqkiT2tztFpQ7PiW9YhLCzvrN0eV>

33. I never received a payroll paycheck, cash for my wages, or any other form of payment from Defendants for the hours I was required to work and duties I was required to perform for Defendants, with the exception of the four instances referenced below in: ¶ 33 (1 instance of payment via check), ¶ 35 (2 instances of cash payments) and ¶ 36 (1 instance of third-party payment).

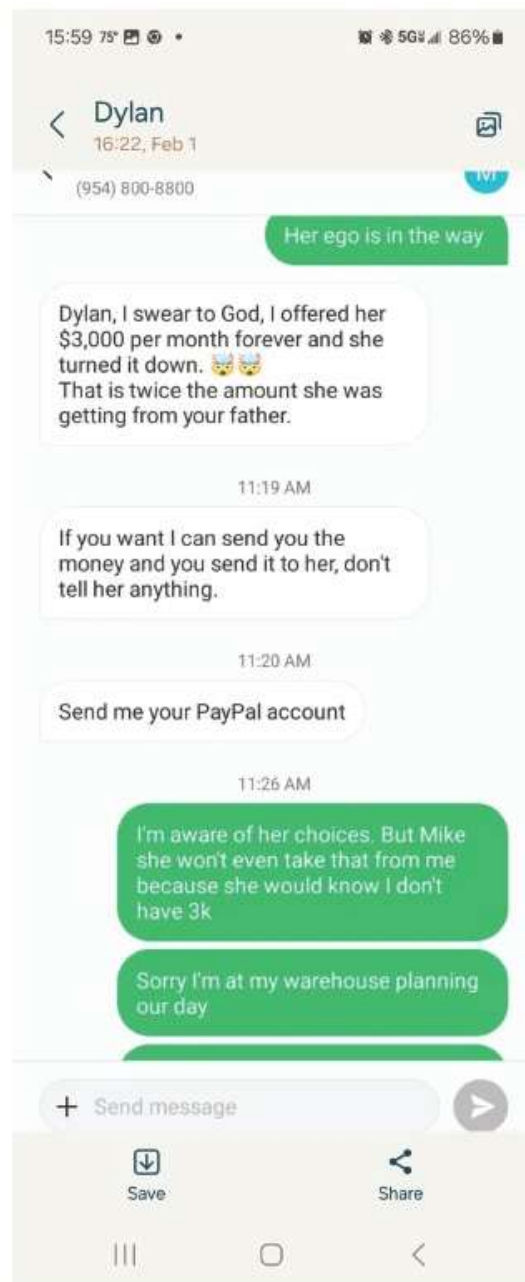
34. In approximately 2021, after I complained to Defendants that I was not being properly compensated for the hours I was required to work and the duties I was required to perform, Defendant Spanos and I had a discussion about putting me on payroll via Quickbooks. Defendants issued me one check for approximately \$600, that I never cashed because I was stunned at how little it was for the time owed, and work that was performed. After that, Defendant continued to make promises that Defendants would provide for me in the future but did not.

35. Below are the two screen shots I took from my phone of the Quickbooks link I was sent via email from SeaWater Pro to myself following the conversation referenced above in ¶ 33, to put me on Defendants' payroll. Defendants never followed through, never put me on payroll, and continued to not pay me throughout the remainder of my employment:



36. After leaving SeaWater Pro at the end of June of 2022, in approximately July of 2022, Defendants told me that they would pay me \$3,000.00 / month for the rest of my life for the hours I was required to work and duties I was required to perform for Defendants that remained uncompensated. I received two cash payments of approximately \$3,000.00 each from Defendants thereafter, and when I asked the Defendants to put the agreement in writing, the Defendants refused, and direct payments stopped.

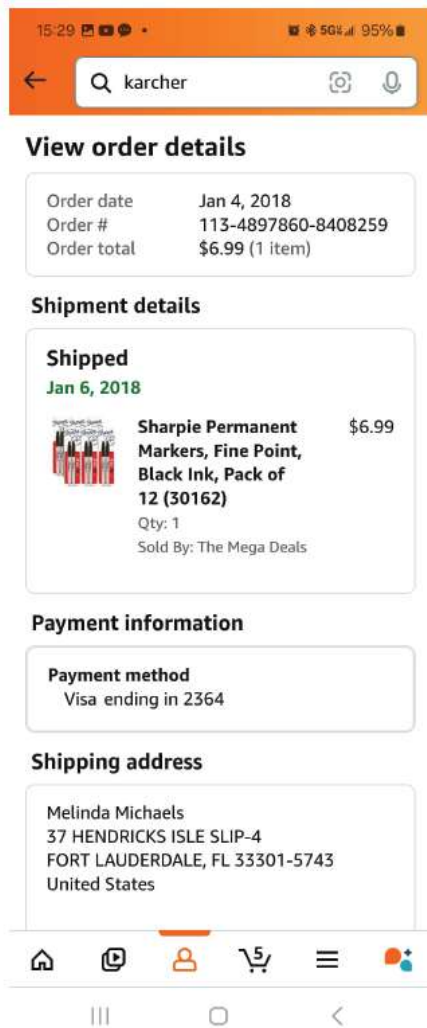
37. After the cash payments stopped, as referenced in ¶ 35 above, my son, Dylan Tubbert contacted me and indicated that Defendant Spanos had made promises to pay me \$3,000.00 per month for the work that I performed for Defendants. I received one \$3,000.00 payment via my son Dylan Tubbert as the conduit and never received anything else from Defendants.
38. Below is a screen shot of the conversation between Defendant Spanos and Dylan Tubbert, I was sent, that references the payment mentioned in ¶ 36 above. Note the 954-800-8800 phone number of Defendant Michael Spanos, and the blue M referencing “Michael”.



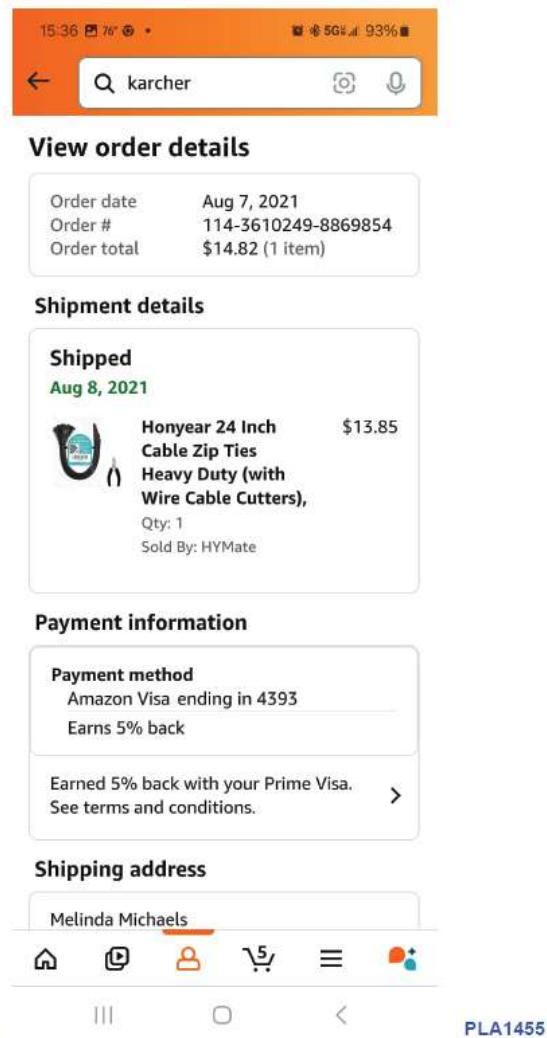
PLA1458

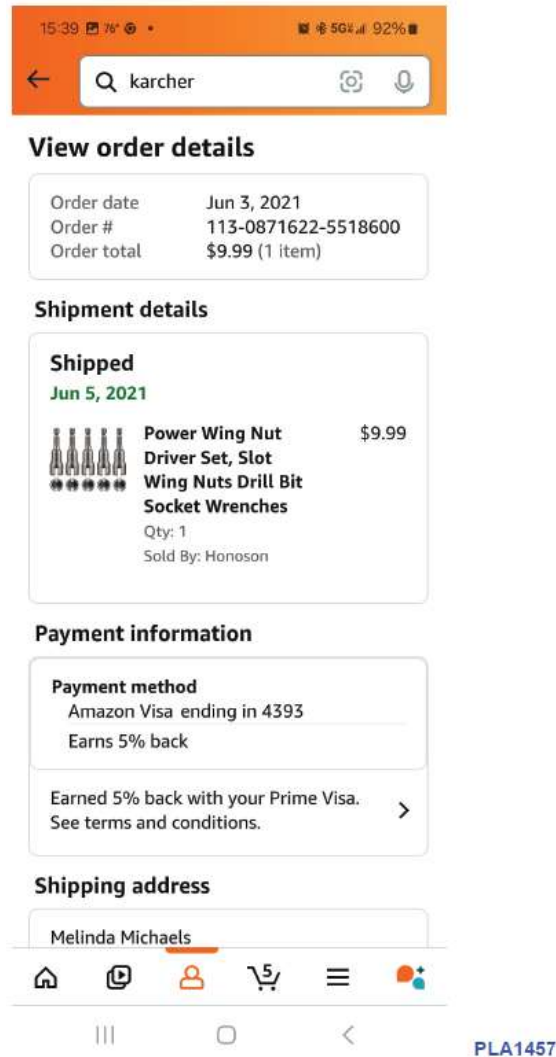
39. Throughout my employment with Defendants, I can estimate that I was only ever out for approximately two weeks (including periods where I was out for approximately 2-3 days at a time), and I am not claiming any compensation for those approximate weeks.
40. For the period of my claim beginning on or about September 27, 2019 through on or about February 28, 2021, I typically began working each day approximately 8:00 a.m., as soon as I got out of bed. I would start by calling and emailing new and existing customers, setting orders to be fulfilled for the day, and spending a considerable amount of time on the phone with UPS. I would get into the office approximately 9:00 a.m. each day and not leave before 6:00 p.m. Monday through Sunday, approximately 91 hours per week, working seven days per week.
41. For the period of my claim beginning on or about March 1, 2021, through on or about June 28, 2022, I worked nights approximately 8:00 p.m. until 2:00 a.m. each day, Monday through Sunday, seven days per week, with a 45 minute break, for approximately 37 hours per week where I was required by Defendants to further facilitate customer orders, calls, emails, engage in all social media, corporate branding, maintaining influencer, YouTuber, and boater business relationships and marketing.
42. I was instrumental in facilitating partnerships with online personalities, YouTubers, Instagrammers, and social media influencers, and other cruisers (sailors), to market and brand the Defendants' business.
43. During a typical workday, Defendant Spanos directed me what tasks to complete for the day, directed my duties, and supervised those tasks that he could not himself perform due to his medical conditions. It was not at all uncommon for me to be packing a box, while multitasking on the phone, and then running over to operate the forklift. Each day I was extremely busy working for Defendants, and I was required by Defendants to keep up with all the work that was pouring in.

44. Below are screen shots of where Defendants required me to purchase tools and supplies for the business:



PLA1450

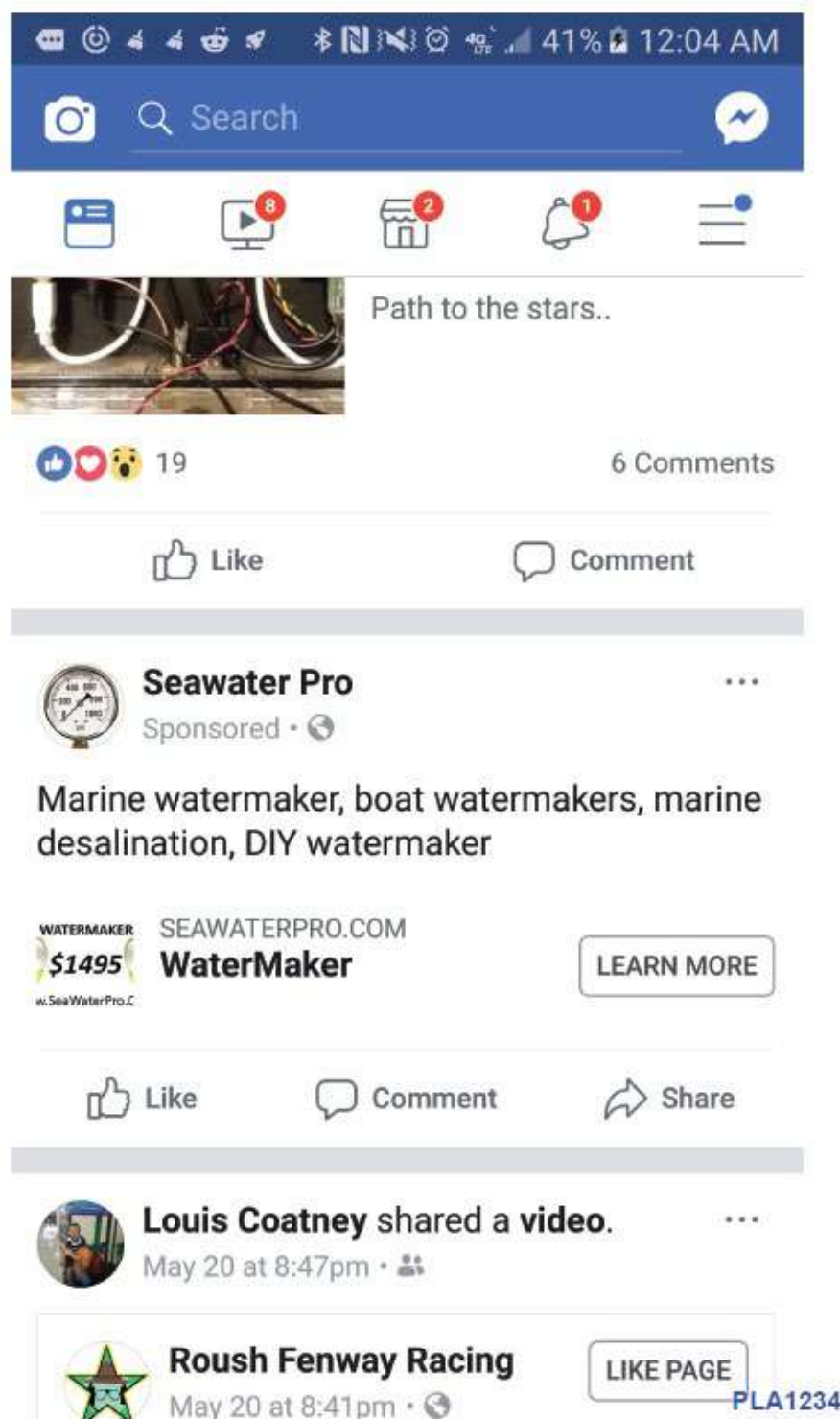




45. Outside of the office, Defendants required that I continued working for Defendants late into the night performing customer calls and engaging all social media promotion and advertising of the business, and ordering necessary supplies for the Defendants.

46. See below, screen shots of me working as directed by Defendants on social media late into the night at:

12:04 a.m.:



10:37 p.m.:



\$1495 DIY Marine Watermaker
desalination kit by SeaWaterPro.com , 21
GPH

6,742 views



51



3



Share



Download



Add to



Seawater Pro L...



SUBSCRIBED



PLA1238

1:02 a.m.:

80°
48%
1:02 AM

23-08-2009, 00:39
#3

svcattales

Join Date: Apr 2005
Location: Apollo Beach, FI
Posts: **533**
Images: 10

Quote:

Originally Posted by **JulieD**
Where did you buy the plans?

I bought the plans on Ebay from a sailor named Bob Englar. His email address is benglar (AT) tampabay (dot) rr (dot) com

QUOTE
REPLY

23-08-2009, 17:11
#4

svcattales

Join Date: Apr 2005
Location: Apollo Beach, FI
Posts: **533**
Images: 10

Quote:

Originally Posted by **JulieD**
Go ahead and take the email address off the post. I've got it noted and will write to him. Thanks for the info! This might be just exactly what we are looking for.

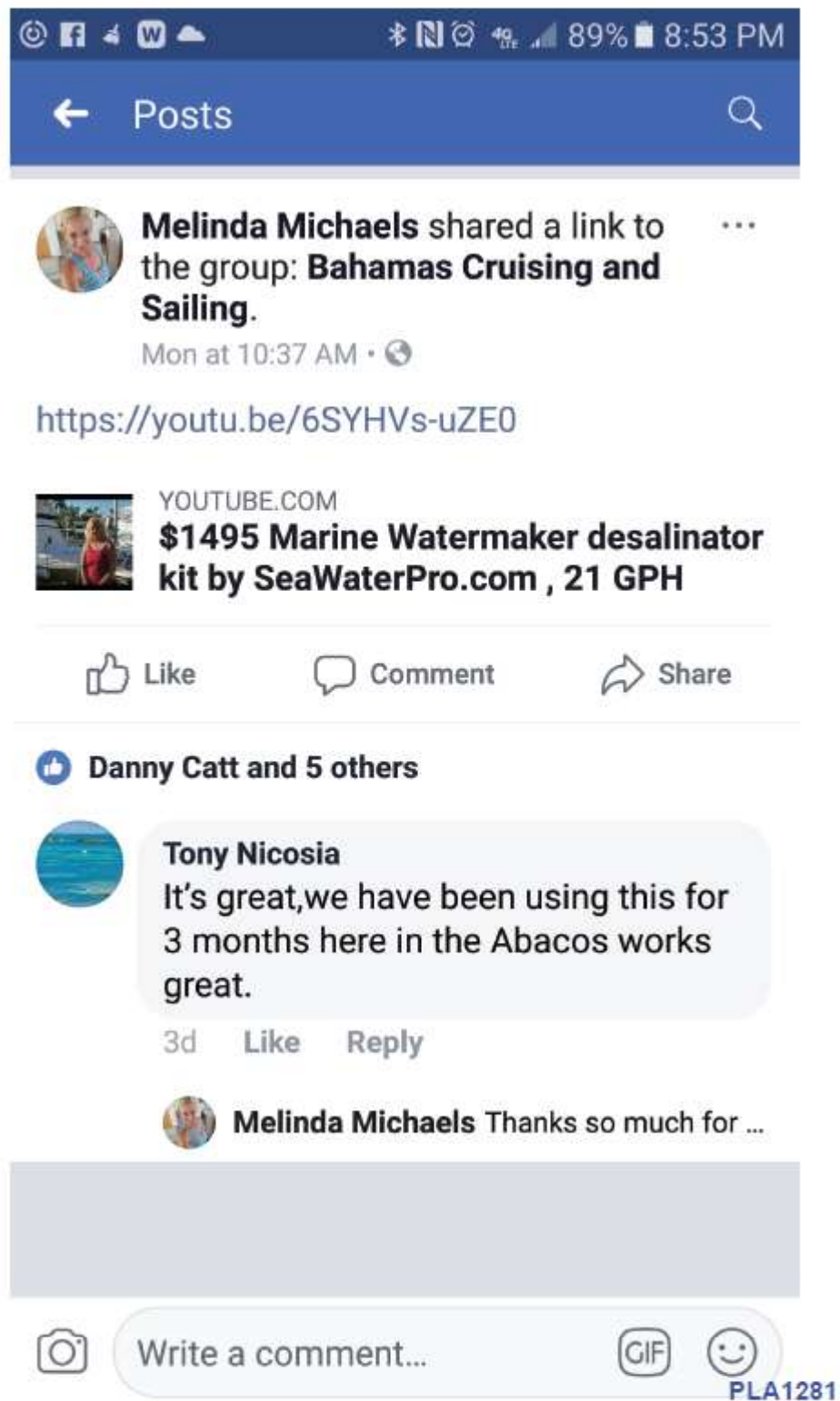
If you decide to build this **watermaker**, I made a modification you might like. Bob's plans involve using a 2 gal bucket to catch product water for fresh water

28

EXHIBIT A

Doc ID: 5aa17c0713e0f50e61f288948e4639ff605173c4

8:38 p.m.:



47. Below are screen shots I took on my phone of positive client reviews highlighting my (I'm referred to as Mindy) work for Defendants, and that I did an in-person delivery for the customers.

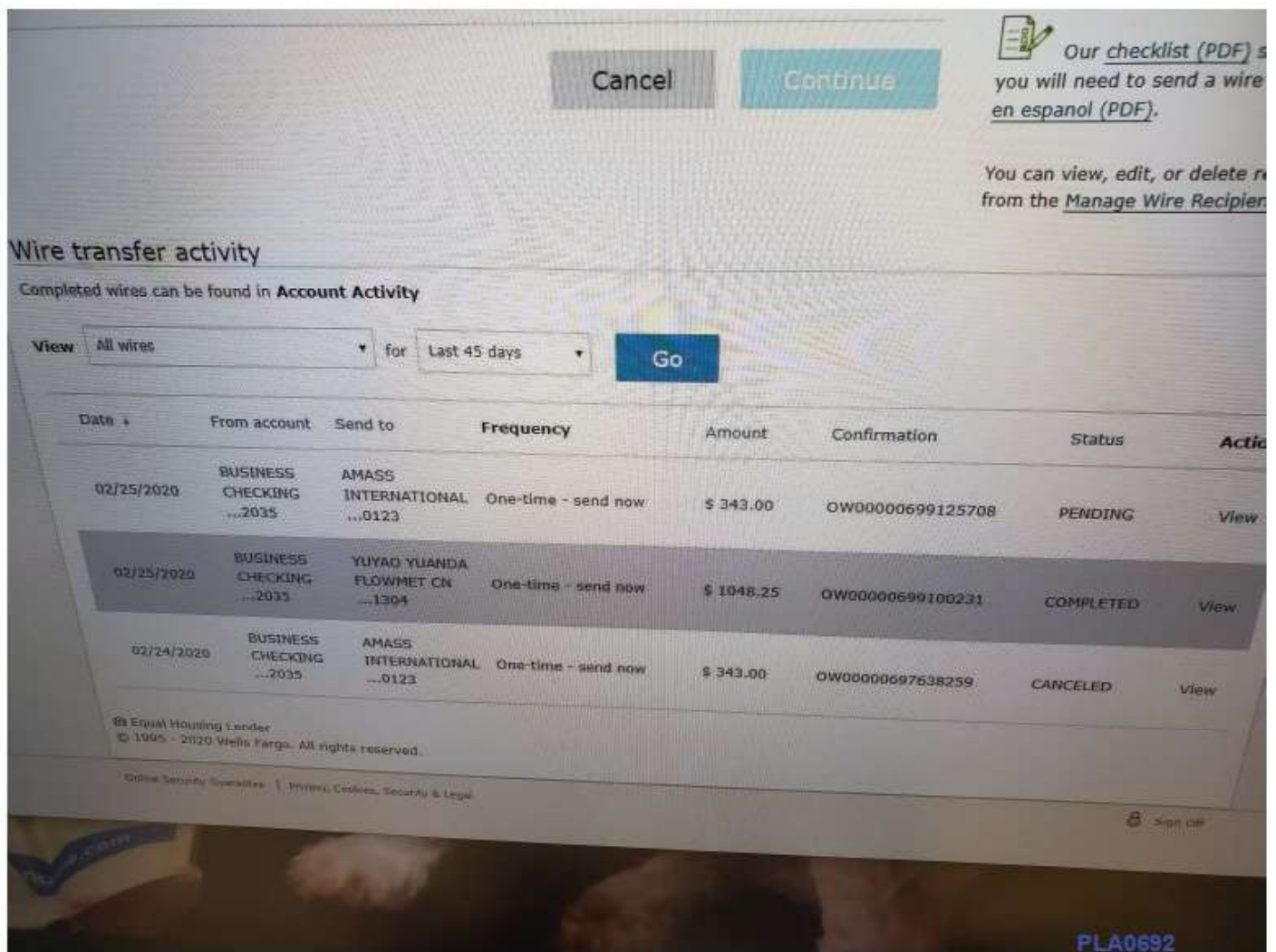


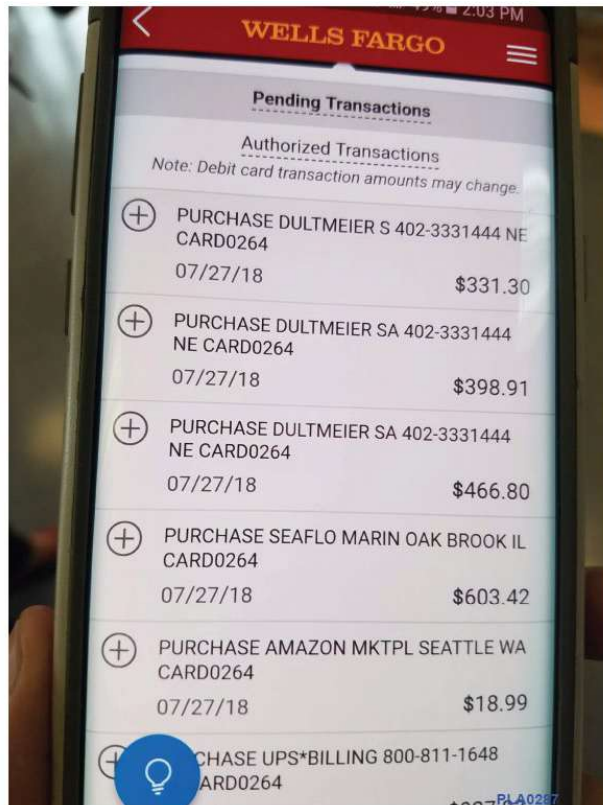
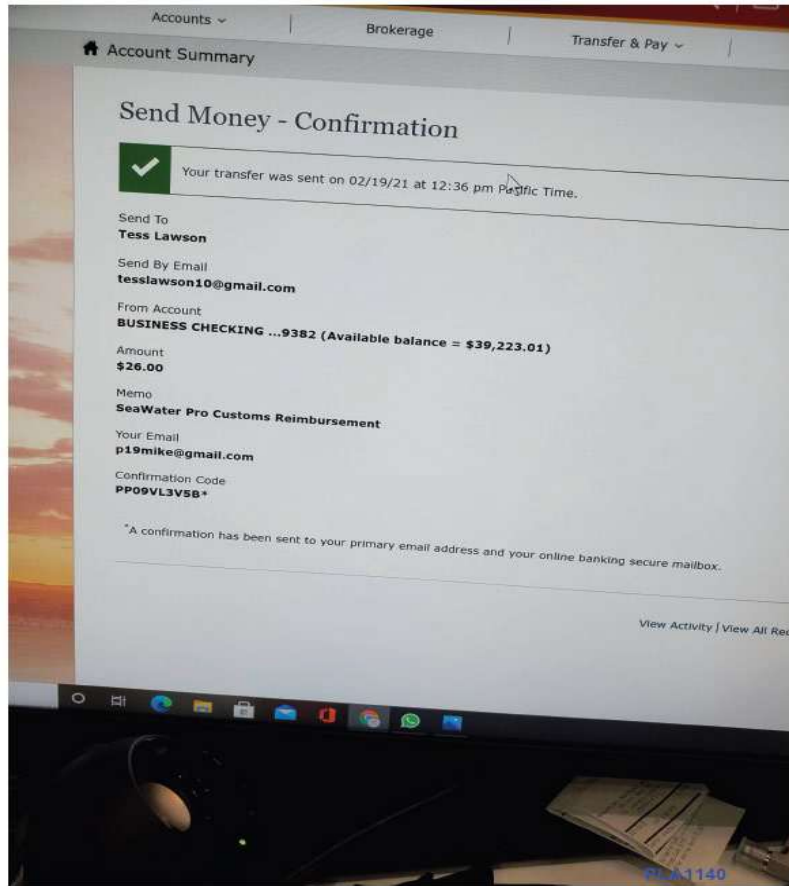
PLA1442

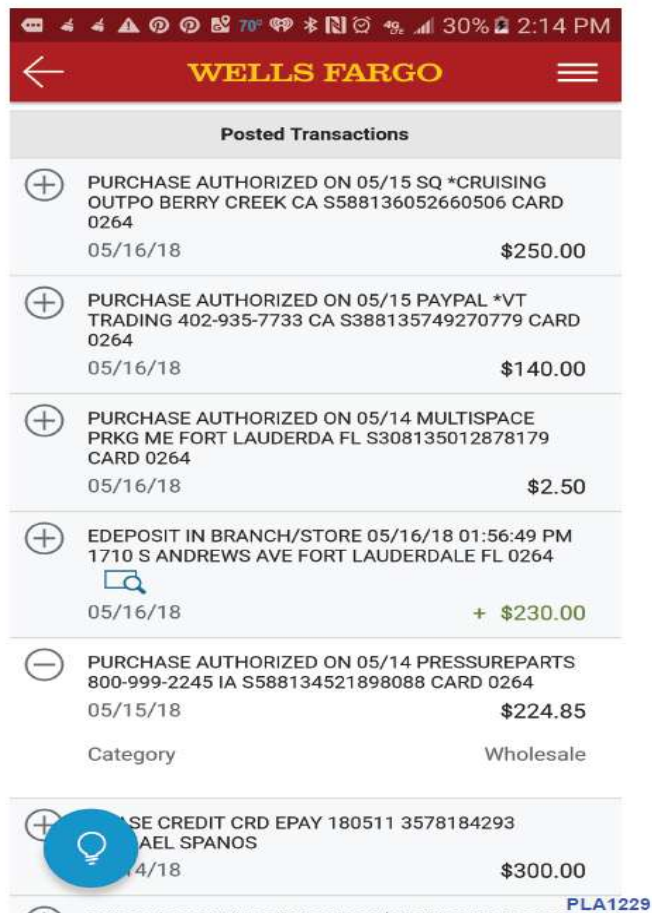


48. I was required by Defendants to be on their business banking accounts. I was required to write checks to pay vendors and suppliers and was also required to generate and pay the other employees.

49. Below are photos taken from my phone of the SeaWater Pro Business Banking Accounts through my login:







50. Below are emails from Wells Fargo Business Banking for SeaWater Pro to myself:



PLA1473



PLA1474

51. Defendants never allowed me to pay myself wages. The Defendants prohibited me from issuing myself a paycheck during each pay period. Defendant Spanos consistently indicated to me that "you can write out checks, but not to yourself".
52. I was given Business Banking Cards with my name on them by Defendants to utilize for payment to vendors and suppliers when it was unnecessary to pay via check.

53. Below is a photo of my Wells Fargo Business Banking Debit Card from SeaWater Pro:



54. I was involved in a romantic relationship with Michael Spanos throughout my claim period.
55. I, solely, purchased the boat that Michael Spanos and I lived on from approximately October 2016 through on or about November 2020. During the time we lived on the boat, I regularly paid for the dockage (boat slip) where the boat was tied up, from my own savings and alimony I was receiving.
56. I was required to pay for the slip continuously from the infancy of SeaWater Pro, and then intermittently throughout when Michael Spanos did not have the money to pay for the slip.
57. Defendants used the slip to store tools, supplies, and receive packages and orders for customers and the Defendants' business.
58. I was required to carry those packages, tools, supplies, and orders for customers and the business to the shop from the boat slip multiple times per week because the majority of the time they were over 20 lbs, and Michael Spanos was not allowed to lift them.
59. Approximately November 2020 through April 2021, Michael Spanos required that we move from the boat and into a condo down the street on Hendricks Isle.
60. Michael Spanos directed me to pay the rent for the Hendricks Isle condo from the business account monthly.
61. There were several months during the time at the Hendricks Isle condo, we also had had several employees living there including Bailey Frederes and Dylan Tubbert.
62. Approximately April 2021 through April 2022, Michael Spanos required that we move again, into a house in Pompano Beach.
63. The Defendants utilized the dock space at the house to allow YouTubers, other boaters, customers, and influencers to come and go from the house. The house was regularly used for entertaining those individuals in furtherance of promoting the Defendants' business.
64. Michael Spanos directed me to pay the rent for the Pompano Beach house from the business account monthly.
65. There were several months during the time at the Pompano Beach house, Defendants also had employee Bailey Frederes living there, where she was given the master bedroom.
66. Approximately April 2022 through the end of my claim period, Michael Spanos required that we move again, into a condo on the Beach.

67. Michael Spanos directed me to pay the rent for the Beach condo from the business account monthly.
68. Michael Spanos exerted all control over our joint personal banking account. I was not allowed to take or move money for anything whatsoever without Michael Spanos' approval. For example, when I asked Michael Spanos if I could use the joint account to pay my own health insurance, he answered "no". I was forced to use my own savings and alimony to pay my health insurance costs.
69. When it came time to pay the rent, Michael Spanos would say, "pay out of this account", and if there wasn't enough money in the joint account, I would be required to pay it myself from my own savings and alimony.
70. Michael Spanos, directed me to only make certain purchases out of that joint account for things related to the business, as long as it was not paying anything to myself. For example, Amazon purchases for tools and supplies, maintenance products for the residences, and rent.
71. Additionally, Michael Spanos directed the payment of my car insurance out of the joint account, but only because the Defendants required that my car (solely owned by me) was to be used by many other employees, to take care of customer orders and to pick up tools and supplies, and was consistently lent out to employees for approximately two-to-four month periods of time.
72. The Defendants also required that I give up my car to YouTubers and influencers such as "Colin from Parlay Revival" who Defendants required that I allow him to use for over a two-month period.
73. Michael Spanos never allowed me to take money for myself at my own discretion at any time from the joint personal account. The extreme degree of control Michael Spanos exercised over every aspect of my life was inescapable.
74. I was never paid properly for the hours worked, duties performed, or the money for wages that I was owed by the Defendants.

I declare under penalty of perjury under 28 U.S. Code § 1746 the foregoing is true and correct to the best of my knowledge and belief.



MELINDA MICHAELS

06 / 27 / 2025

Date